

Exhibit B

California DTSC Plan Releases

Issue	California DTSC	Environmental Agencies Outside of California
Identity of Releasing Parties	<p>All California state governmental agencies, including California DTSC, that have jurisdiction regarding the enforcement of Environmental Laws.</p> <p><i>See</i> Amended Plan, § 10.6(f).</p>	<p>The Settling Government Agencies.</p> <p><i>See</i> ESA ¶ 45.</p> <p>The Amended Plan is being amended to include the following representation for the Settling Government Agencies:</p>
Identity of Released Parties	<ul style="list-style-type: none"> • The Europe/ROW Purchaser • The Transferred Entities • The Consenting Creditors • Trustees <p><i>See</i> Amended Plan, § 10.6(f).</p>	<ul style="list-style-type: none"> • The Debtors • The Europe/ROW Purchaser • The Transferred Entities • The Consenting Creditors • the Trustees • Related Parties <p><i>See</i> ESA ¶ 45(a) and (b).</p>
Release of Debtors or Debtors' Related Parties	<p>Such releases do not include or extend to the Debtors or their Related Parties.</p> <p><i>See</i> Amended Plan, § 10.6.</p>	<p>Covenants not to sue include claims against Debtors' successors, assigns, officers and directors, employees, and trustees, but only to the extent that the alleged liability of such Debtors' Related Party is based solely on its status as and in its capacity as a Debtors' Related Party.</p> <p><i>See</i> ESA ¶ 46(a).</p>

<p>Related Parties for Consenting Creditors, Trustees, Europe/ROW Purchaser, Transferred Entities, and Trustees</p>	<p>Releases do not extend to Related Parties of the Consenting Creditors, Trustees, Europe/ROW Purchaser, Transferred Entities, and Trustees</p> <p><i>See Amended Plan § 10.6(f).</i></p>	<p>The covenants not to sue the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, and the Trustees also applies to:</p> <ol style="list-style-type: none"> a. their respective successors, assigns, managed accounts or funds, current and former officers and directors, principals, stockholders, members, partners, employees, Specified Affiliates, trustees; and b. Restructuring Professionals, defined as: <ul style="list-style-type: none"> • Paul, Weiss, Rifkind, Wharton & Garrison, LLP, as counsel to the Consenting Creditors; • Young Conway Stargatt & Taylor, LLP, as Delaware counsel to the Consenting Creditors; • CMD Global Partners, LLC, as financial advisor to the Consenting Creditors; • Arent Fox LLP, as counsel to the Trustees; and • Morris James LLP, as Delaware counsel to the Trustees. <p><i>See ESA ¶ 46.</i></p>
<p>Scope of Debtor Releases</p>	<p>None.</p> <p><i>See Amended Plan, § 10.6.</i></p>	<p>Covenant not to file a civil action or take any administrative or other civil action against the Debtors with respect to each of the Included NPPs and certain other Non-Performing Properties.</p> <p>Covenant not to file any Environmental NPP Claim against the Debtors as an Administrative Expense Claim, a Priority Tax-Claim, a Priority Non-Tax Claim, or an Other Secured Claim.</p> <p><i>See ESA ¶ 45.</i></p>

<p>Scope of Releases for Consenting Creditors, Trustees, Europe/ROW Purchaser, and Transferred Entities</p>	<p>The Plan provides releases for all Claims and Causes of Action relating to or arising prior to the Effective Date from:</p> <ul style="list-style-type: none"> • The Debtors; • The Chapter 11 Cases; • The Europe/ROW Sale Transaction; • The DIP Facility; • The European Bridge Notes; • The Optimization; • The June 2019 Financing; • The RSA; • The Disclosure Statement; • The Plan (including any Plan Supplement); or • The business or contractual arrangements between any Debtor and any Released Party; <p><i>See</i> Amended Plan, § 10.6.</p> <p>The Amended Plan is being amended to include the following language: “For the avoidance of doubt, the scope of any release by CA in section 10.6(f) of the Amended Plan shall not be construed or deemed to be any broader than the scope of the covenants not to sue set forth in paragraph 45 of the ESA provided by the Settling Government Agencies.”</p>	<p>Covenant not to sue or file, pursue, commence, or initiate any civil Claim or civil Cause of Action against the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, or the Trustees, based on or relating to or arising from:</p> <ul style="list-style-type: none"> • The Debtors; • The Bankruptcy Cases; • The Europe/ROW Sale Transaction; • The DIP Facility • The European Bridge Notes; • The Optimization; • The June 2019 Financing; • The RSA • The Disclosure Statement; • The Plan; or • The Debtors’ business; <p>Includes any civil Claim or civil Cause of Action arising under Chapter 5 of the Bankruptcy Code or similar state law under any theory of recharacterization, preference, fraudulent transfer, fraudulent conveyance, equitable subordination or equitable disallowance.</p> <p><i>See</i> ESA ¶ 45(b)(i).</p>
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<p>Carve Outs Against Consenting Creditors, Transferred Entities, Europe/ROW Purchaser, and Trustees</p>	<p>The Released Parties are not released from any willful misconduct or intentional fraud as determined by a Final Order or any obligation of any party under the Plan or any agreement executed to implement the Plan, the Europe/ROW Sale Transaction, or the Global Settlement.</p> <p><i>See</i> Amended Plan, § 10.6.</p>	<p>The ESA is without prejudice to:</p> <ul style="list-style-type: none"> • Any action based on a failure to meet a requirement of the ESA or the Amended Plan; • Criminal liability; <p><i>See</i> ESA ¶ 48(a).</p>
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